

2-359A005



FARMERS & MERCHANTS BANK and TRUST CO.

POST OFFICE BOX 209

PHONE 605-698-3978

SISSETON, SOUTH DAKOTA 57262-0209

December 21, 1992

18051/18051-18051
REGISTRATION NO. 18051-18051

DEC 24 1992 10:03 AM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitutional Avenue NW RM 2303
Washington, DC 20423

Dear Mildred Lee;

Please find enclosed an original and a copy of the following:

1. Note executed by Rail Car Co. Inc. in favor of Farmers and Merchants Bank and Trust Co., Sisseton Branch,
2. Security Agreement by Rail Car Co., Inc. in favor of Farmers and Merchants Bank and Trust Co., Sisseton Branch,
3. Financing Statement by Rail Car Co., Inc. in favor of Farmers and Merchants Bank and Trust Co., Sisseton Branch.

I have also enclosed \$16 to cover the cost of the filing of the Security Agreement.

Rail Car Co., Inc. is purchasing 32 rail cars. Farmers and Merchants is lending money to Rail Car Co., Inc. to help in the purchase. Farmers and Merchants Bank is requesting ICC to create a security filing on the 32 cars listed on the enclosed security agreement in its favor.

The name and addresses of the parties are as follows:

Rail Car Co., Inc.
14 East Kemp
PO Box 304
Watertown, SD 57201
PH: 605-886-4939

Farmers and Merchants Bank and Trust Co.
PO Box 209
Sisseton, SD 57262
PH: 605-698-3978
FAX: 605-698-7913

Sincerely,

Richard Rylance
Vice President and Manager

bk

Interstate Commerce Commission
Washington, D.C. 20423

12/29/92

OFFICE OF THE SECRETARY

Richard Rylance

Vice President & Manager

FM Bank & Trust Company

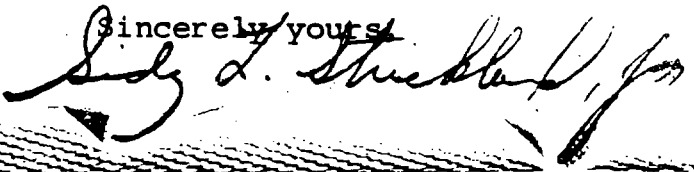
P.O.Box 209

Sisseton, South Dakota 57262-0209

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/24/92 at 10:05am, and assigned re-recording number(s). 18051 18051-A & 18051-B

Sincerely yours,


Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

FARMERS & MERCHANTS BANK
AND TRUST CO.
BOX 1210
ABERDEEN, SOUTH DAKOTA 57401
BRANCHES AT CRESBARD, NEW EFFINGTON, AND SISSETON
LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

Rail Car Co., Inc.
14 East Kemp
PO Box 304
Watertown, SD 57201
BORROWER'S NAME AND ADDRESS
"I" includes each Borrower above, jointly and severally.

Loan Number
Date 12/28/92
Maturity Date 1/1/2003
Loan Amount \$ 528,000.00
Renewal Of

TERMS FOLLOWING A ☐ APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of:
Five twenty eight thousand and no/100----- Dollars \$ 528,000.00
plus interest from 12/28/92 at the rate of 8 % per year until 1/1/96
☐ ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term.
☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)
☒ VARIABLE RATE - The rate above may change so as always to be 2% greater than the following index rate:
The Sisseton Branch, Farmers and Merchants Bank and Trust Co., Prime Loan Rate # 540
which is subject to change totally at the bank's discretion
The interest rate may not change more than % each
The annual interest rate in effect on this note will not at any time be more than % or less than %. The interest rate in effect on this note may change (as often as) (assuming there is a change in the base rate) and an increase in the interest rate will cause an increase in ☒ the amount of each scheduled payment. ☐ the amount due at maturity. ☐ the number of payments.
PAYMENT - I will pay this note as follows:
(a) ☐ Interest due:
Principal due:
(b) ☒ This note has 120 payments. The first payment will be in the amount of \$ 6,411.70 and will be due 2/1/93
A payment of \$ 6411.70 will be due on the 1st day of each month
thereafter. The final payment of the entire unpaid balance of principal and interest will be due 1/1/2003
INTEREST - Interest accrues on a n actual 365 day basis.
☐ MINIMUM INTEREST CHARGE - I agree to pay a minimum interest charge of \$ if I pay this loan off before you have earned that much in interest.
☒ LATE CHARGE - I agree to pay a late charge on the portion of any payment made more than 10 days after it is due equal to 5% or \$5.00, whichever is greater.
THE PURPOSE OF THIS LOAN IS -
SECURITY - You have certain rights that may affect my property as explained on page 2. This loan ☐ is ☐ is not further secured.
(a) ☒ This loan is secured by security agreement dated 12/28/92
(b) ☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.
DEC 24 1992 - 10 05 AM
INTERSTATE COMMERCE COMMISSION
This Property will be used for purposes.
ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 7.9997 %
FINANCE CHARGE The dollar amount the credit will cost me. 241,404.00
AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ 528,000.00
TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ 769,404.00
I have the right to receive at this time an itemization of the Amount Financed.
☒ YES - I want an itemization.
☐ NO - I do not want an itemization.
My Payment Schedule will be:
Number of Payments Amount of Payments When Payments Are Due
120 \$ 6,411.70 monthly on the 1st beginning 2/1/93
Filing Fees
Nonfiling Insurance
☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.
☒ Variable Rate { ☐ My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.
(Check one) ☒ The annual percentage rate may increase during the term of this transaction if there is an increase in the Loan Rate # 540 at the Sisseton Branch, Farmers and Merchants Bank and Trust Co.,
Any increase will take the form of an increase in the amount of each scheduled payment
If the rate increases by .25 % in , the will increase to 6463.08 . The rate may not increase more often than once , and may not increase more than % each . The rate will not go above %.
Security - I am giving a security interest in: ☒ (brief description of other property)
☒ the goods or property being purchased. 32 rail cars
☐ collateral securing other loans with you may also secure this loan.
☒ my deposit accounts and other rights to the payment of money from you.
☐ Late Charge - I will be charged a late charge on the portion of any payment made more than 10 days after it is due equal to 5% of the unpaid amount, or \$5.00, whichever is greater.
Prepayment - If I pay off this note early, I ☐ may ☒ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.
☐ Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.
I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.
CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.
Type Premium Term
Credit Life
Credit Disability
Joint Credit Life
I ☐ do ☒ do not want credit life insurance.
I ☐ do ☒ do not want credit disability insurance.
I ☐ do ☒ do not want joint credit life insurance.
I ☐ do ☒ do not want insurance.
X DOB
X DOB
PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ of coverage.
SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ of coverage.
(Optional)
Signed For Lender
Title
ITEMIZATION OF AMOUNT FINANCED
AMOUNT GIVEN TO ME DIRECTLY \$ 528,000.00
AMOUNT PAID ON MY (LOAN) ACCOUNT \$
AMOUNTS PAID TO OTHERS ON MY BEHALF:
to Insurance Companies \$
to Public Officials \$
\$
\$
\$
(less) PREPAID FINANCE CHARGE(S) \$
Amount Financed \$ 528,000.00
(Add all items financed and subtract prepaid finance charges.)
SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.
COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.
Rail Car Co., Inc.
Signature
Signature

Finical John

This is a true and correct copy of the original.

Richard Rylance
Vice President and Manager

On this the 21st day of December 1992, before me

Farron Pratt
the undersigned officer, personally appeared Richard Rylance known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.
In witness whereof I hereunto set my hand and official seal.

Farron Pratt
Notary Public

FARRON PRATT
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My commission expires 11-16-98

VARIABLE/SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT
© 1981, 1988 BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) FORM NDAS-VSI-SD 5/20/91
CONSUMER LOAN - NOT FOR OPEN-END CREDIT (page 1 of 2)